

**SPECIFICATIONS AND BID PROPOSAL FORM  
KITCHEN EQUIPMENT BID #11-15**

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Sealed bids will be received by the Lafayette Parish School System (LPSS) Purchasing Department, 113 Chaplin Drive, Lafayette, LA up to 10:00 a.m. C.S.T., on July 28, 2014 for Kitchen Equipment.

**Sealed Bid Envelope:** All bids shall be submitted sealed to the LPSS Purchasing Department on or before the above time and date, at 113 Chaplin Drive, Lafayette, LA 70508/ P.O. Drawer 2158, Lafayette, LA 70502 with a sealed envelope clearly marked **Attn: Lee Francis, Purchasing Department: Kitchen Equipment Sealed Bid #11-15, Opening July 28, 2014 at 10:00 a.m.** All mailed bids shall be sent by **Registered or Certified Mail** with a receipt requested. Bid envelopes may also be hand delivered. At the above time and date, bids will be publicly opened and read aloud in the Personnel Conference Room.

**Online Electronic Bids:** Bid information may also be viewed online. Electronic bids may be submitted online no later than 10:00 am on July 28, 2014 at:  
[www.centrauctionhouse.com](http://www.centrauctionhouse.com).

**SPECIAL PROVISIONS**

**1. SCOPE:**

- 1.1 The intent of this solicitation is to obtain competitive bids for the estimated annual requirements for **KITCHEN EQUIPMENT** for the Lafayette Parish School System, in accordance with the terms, conditions and specifications contained herein.
- 1.2 **Required Bid Submittals:** The section titled **BID PROPOSAL FORM** and the following supplemental information must be submitted within the time frames specified below.
  - a. **SPECIAL PROVISIONS**, Paragraph 5.2, requires descriptive literature to be provided with the bid if an item is offered as an equal to the brand name specified.

**2. PERIOD OF CONTRACT:**

- 2.1 The period of this contract shall be from **date of award through June 30, 2015.**

**3. PRICES AND PRICE ADJUSTMENT:**

- 3.1 All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract.

- 3.2 Whenever there is a reduction in price, which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said, reduction must be presented directly to the Purchasing Department of the Lafayette Parish School System.
- 3.3 Prices may not exceed the national advertised and available General Services Administration (GSA) governmental price list.
- 3.4 The Lafayette Parish School System does not intend to award or to maintain any item in any group that is offered at a price equal or above the manufacturer's list price.

4. **QUANTITIES:**

- 4.1 The quantities specified on the Pricing Schedule are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that develop during the contract period. The Contractor will be required to fill all orders placed regardless of the original quantities shown.

5. **SPECIFICATIONS AND LITERATURE:**

- 5.1 Manufacturer name and specification or catalog number is design and size for purposes of identification and to denote the standard of quality desired. If there is any deviation in the description/specification, the alternate bid must be clearly indicated. Alternate bid items must be functionally equivalent to the item specified.
- 5.2 Each bidder is required to submit the following information with the BID PROPOSAL FORM:
  - 5.2.a. Catalog cut sheets and/or descriptive literature labeled with the Invitation for Bid number;
  - 5.2.b. Bid item number and bidder's name;
  - 5.2.c. Full illustrations and detailed specifications for each item offered **functionally equivalent** to the brand name specified;
  - 5.2.d. All differences in specifications from brand name must be so marked.
- 5.3 If an "alternate" item is bid, the bidder must indicate the brand and model that meets or exceeds the specified item, along with the unit price for that item.
- 5.4 **Descriptive Literature of the Alternate item must be submitted 10 days prior to the bid closing time and date.**

- 5.5 Descriptive literature is required for the purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. **Failure to submit the descriptive literature shall be cause for rejection of that item.**

6. **QUOTATION LIMITATION:**

- 6.1 Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid.
- 6.2 A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in the award.

7. **TIME OF PERFORMANCE:**

- 7.1 The delivery time required after receipt of the purchase order (ARO) must be stated IN DAYS in the appropriate spaces on the Pricing Schedule. Indefinite terms such as "promptly," "without delay," "stock," etc., will not be given consideration. **Failure to indicate delivery time shall be cause for rejection of that item.**

8. **DELIVERY & INSTALLATION:**

- 8.1 Prior to delivery of equipment, the Vendor must contact Child Nutrition Services at 337-521-7370 to set-up a delivery appointment with the Fixed Asset Coordinator. Deliveries that are not pre-scheduled through the Child Nutrition Services Office will not be accepted and returned at expense of vendor.
- 8.2 Disconnection (if applicable) and/ or removal of existing equipment will be the responsibility of Child Nutrition Services prior to delivery/ installation date.
- 8.3 Deliveries will be made to various locations in Lafayette Parish. Delivery location shall be stated on each purchase order issued.
- 8.4 Warehouse deliveries for the Lafayette Parish Public School System (LPSS), Child Nutrition Warehouse Department, 101 Evans Lane, Lafayette, Louisiana 70506, **will be received between the hours of 8:00 a.m. and 1:00 p.m., Monday through Friday, except on or during School System Holidays.**
- 8.5 Inside delivery direct to schools, centers, or LPSS agencies will include off-loading from the selected carrier and carrying inside the receiving school, center or LPSS agency. Receiving hours will be from 6:30 a.m. through 1:00 p.m., Monday through Friday, except School System Holidays, unless other arrangements have been made with the receiving school, center or LPSS agency.

- 8.6 Vendor must install new equipment at time of delivery.
- 8.7 **Installation** means uncrate, set in place, connection of all utilities, removal of debris, and test of operation.
- 8.8 No equipment purchases are accepted as drop shipped.
- 8.9 Plumbing & electrical are provided by Child Nutrition Services.
- 8.10 Vendor must provide demonstration/ in-service of new equipment by qualified personnel to entire kitchen staff at time of installation or other time scheduled with Child Nutrition Services Fixed Asset Coordinator.

9. **DELIVERY FAILURE:**

- 9.1 Bidders are cautioned to carefully consider the delivery time they indicate for each item, as they will be required to adhere to that delivery time.
- 9.2 Vendors that do not adhere to the specified delivery time will be penalized 5% of the total price for every 10 days late beyond the specified ARO date. The first day of the ARO is the date that the Purchase Order is **faxed** to the vendor.

10. **SHIPPING AND MARKING:**

- 10.1 The Contractor will be required to mark all shipments with the Lafayette Parish School System **purchase order number** clearly visible on the exterior of each container. A packing slip must be furnished with each **shipment and listing**, in addition to the Contractor's **stock number, item description, purchase order number, purchase order item number, quantity ordered, quantity shipped, and quantity back ordered**.
- 10.2 Invoices and all related written materials pertaining to each delivery must show the purchase order number, the purchase order item number, and the item number shown on the contract.

11. **SUBMISSION OF BIDS:**

- 11.1 Each bidder must submit the completed bid package using the form provided.
- 11.2 Bidder must show price per item and delivery time (ARO) for each item for which a bid is submitted.
- 11.3 By completing the Bid Signature Form, the bidder acknowledges that the invitation was read, understood, and is in agreement to be bound by its terms and conditions.

- 11.4 Bids may be submitted by mail or delivered in person. All bids must be received by a Purchasing Department Buyer at the following location prior to the date and time specified:

Purchasing Department  
113 Chaplin Drive  
Lafayette, Louisiana 70508

- 11.5 Individual bidders are responsible to ensure that their bid is delivered at the specified place and prior to the deadline for submission. Bids, which for any reason are not so delivered, will not be considered. Bidders shall assume all risks associated with any delays in the delivery of their bids. Any bid received after the bid opening time will be returned unopened.

- 11.6 Bidder's envelope must be labeled as follows:  
**Attn: Lee Francis, Purchasing Department**  
**Kitchen Equipment**  
**Sealed Bid #11-15**  
**Opening: July 28, 2014 @ 10:00 am**

- 11.7 A bidder may only withdraw its bid within forty-eight (48) hours after the bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as provided in La. R.S. 38:2214(C).

12. **CONTRACT AWARD:**

- 12.1 All items listed in this solicitation will be awarded on the basis of a firm fixed price.
- 12.2 LPSS reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.
- 12.3 **In Order For Contract To Be Awarded, Debarment Certification Form Must Be Signed And Returned With Bid Tab Sheet.**
- 12.4 Any resulting award is non-exclusive and shall not in any way preclude LPSS from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources, including but not limited to, State contracts.

13. **PURCHASE ORDER:**

- 13.1 Purchase order(s) for the items listed in this solicitation will be issued as required throughout the period of this contract and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated.

13.2 The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

13.3 Shipment is not to begin until receipt of the purchase order or other notification by the Purchasing Agent to proceed.

14. **ORDER OF PRECEDENCE:**

14.1 In the event of conflict, the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, included herein.

15. **CONTACT FOR ADMINISTRATION:**

15.1 In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) we may contact for prompt contract administration in the space provided on the **BID PROPOSAL FORM**.

16. **EMERGENCY PURCHASES:**

16.1 The Parish reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item within the required time frame.

17. **INTERPRETATION OF BID:**

17.1 Any questions pertaining to this solicitation shall be directed to:  
Lee Francis, Purchasing Agent  
Lafayette Parish School Board  
P.O. Drawer 2158  
Lafayette, Louisiana 70502-2158  
Telephone Number: (337) 521-7329

18. **WARRANTY:**

18.1 The standard warranty shall be for 1 year for parts and labor and a 5-year compressor warranty.

18.2 Warranty information must be included with bid proposal.

19. **APPLICABLE LAW:**

19.1 All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

19.2 In the event of a dispute between the parties, the 15th Judicial District Court for the Parish of Lafayette shall serve as the sole and exclusive jurisdiction and venue to resolve said dispute.

20. **OPTIONS & ACCESSORIES:**

20.1 Unless otherwise noted, the specifications for the brand specified are the general specifications with no added options or accessories.

20. **PREFERENCE:**

20.1 In accordance with La. R.S. 38:2251, a preference not to exceed ten percent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

21. **CIVIL RIGHTS:**

21.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975; and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

22. **INDEMNITY:**

- 22.1 Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify and hold harmless LPSS, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of LPSS, its officers, its agents or its employees.



Sealed Bid Envelopes containing **BID #11-15** should be clearly marked on the outside  
**Attn: Lee Francis, Purchasing Department: Kitchen Equipment Sealed Bid #06-15, Opening July 28, 2014 at 10:00 a.m.**

The bidder acknowledges receipt of addendum, if applicable:

No.1 DATED \_\_\_\_\_ No.2 DATED \_\_\_\_\_ No.3 DATED \_\_\_\_\_  
No.4 DATED \_\_\_\_\_ No.5 DATED \_\_\_\_\_ No.6 DATED \_\_\_\_\_

In compliance with the provisions, conditions, and/ or penalties imposed in the  
**SPECIFICATIONS AND BID PROPOSAL FORM** for **BID #06-15**, the undersigned firm  
agrees to furnish any or all items at the prices set opposite each item for the bid  
period specified.

Dagkis Equipment  
Name of Firm

[Signature]  
Signature of Authorized Representative

301 North Street, Bluefield, WV 26001  
Address

Karen R. Waldron  
Typed Name of Authorized Representative

304-327-0149  
Telephone Number

Bid Sponsor  
Title of Authorized Representative

karen@dagkisequipment.us  
Email Address

7/28/14  
Date

Lafayette Parish School System  
Child Nutrition Services  
School System

\_\_\_\_\_  
Signature of Authorized Representative

101 Evans Lane  
Lafayette, LA 70506  
Address

Renee L. Sherville  
Name of Authorized Representative

337-521-7373  
Phone Number

337-521-7388  
Fax Number

BID PROPOSAL FORM, BID #11-15

**Item**    **Description**

1.    Food Chopper

Specified Manufacturer:                      Robot Coupe  
Specified Model:                                CL50

Item Specifications/ Accessories:  
No options/accessories

Estimated Quantity:                      1                      Unit Price: 1404.00                      Total Price: 1404.00

Estimated Delivery Time:                      2 weeks

Alternate Bid (must be pre-approved):                      Manufacturer: As Spec  
Model: \_\_\_\_\_

2.    Food Warmer

Specified Manufacturer:                      Cres-Cor  
Specified Model:                                H-138-S-1834C

Item Specifications/ Accessories:  
Corner bumpers, Floor Lock

Estimated Quantity:                      1                      Unit Price: 3995.00                      Total Price: 3995.00

Estimated Delivery Time:                      3 weeks

Alternate Bid (must be pre-approved):                      Manufacturer: As Spec  
Model: \_\_\_\_\_

3    Mixer

Specified Manufacturer:                      Hobart  
Specified Model:                                HL600-1STD

Item Specifications/ Accessories:  
Bowl splash cover and bowl truck

Estimated Quantity:                      1                      Unit Price: 16,165.00                      Total Price: 16,165.00

Estimated Delivery Time:                      30 days

Alternate Bid (must be pre-approved):                      Manufacturer: As Spec  
Model: \_\_\_\_\_

4    Mixer

Specified Manufacturer:                      Hobart  
Specified Model:                                HL400-1STD

BID PROPOSAL FORM, BID #11-15

**Item**   **Description**

Item Specifications/ Accessories:  
Bowl splash cover and bowl truck

Estimated Quantity: 1      Unit Price: 11510.00      Total Price: 11510.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved):      Manufacturer: As Spec

Model: \_\_\_\_\_

5    Food Cutter

Specified Manufacturer:      Hobart  
Specified Model:              84186

Item Specifications/ Accessories:  
No options/accessories

Estimated Quantity: 1      Unit Price: 8015.00      Total Price: 8015.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved):      Manufacturer: As Spec

Model: \_\_\_\_\_

6    Gas Convection Steamer

Specified Manufacturer:      Vulcan  
Specified Model:              C24GA10

Item Specifications/ Accessories:  
Water treatment system

Estimated Quantity: 1      Unit Price: 12,746.00      Total Price: 12,746.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved):      Manufacturer: As Spec

Model: \_\_\_\_\_

7    Tilting Kettle

Specified Manufacturer:      Groen  
Specified Model:              DH

Item Specifications/ Accessories:  
40 gallon stainless steel steam jacketed unit, hinged cover kit

Estimated Quantity: 1      Unit Price: 22,486.00      Total Price: 22,486.00

Estimated Delivery Time: As Spec

BID PROPOSAL FORM, BID #11-15

Item    Description

Alternate Bid (must be pre-approved):

Manufacturer:

As Spec

Model:

8    Double Oven

Specified Manufacturer:

Blodgett

Specified Model:

DFG100

Item Specifications/ Accessories:

Stainless steel left, right and top, 120V, 1Ph, 60Hz, 7.4 amps, 6" grounded supply cord, set of (4) 5" wheel, 6" height casters, 4' x 3/4" flex connector kit

Estimated Quantity: 1

Unit Price: 13307.<sup>00</sup>

Total Price: 13307.<sup>00</sup>

Estimated Delivery Time:

30 days

Alternate Bid (must be pre-approved):

Manufacturer:

As Spec

Model:

9    Milk Cooler

Specified Manufacturer:

Nor-Lake

Specified Model:

AR082SSS/0

Item Specifications/ Accessories:

No options/accessories

Estimated Quantity: 4

Unit Price: 1784.<sup>00</sup>

Total Price: 7136.<sup>00</sup>

Estimated Delivery Time:

2 weeks

Alternate Bid (must be pre-approved):

Manufacturer:

As Spec

Model:

10    Milk Cooler

Specified Manufacturer:

Nor-Lake

Specified Model:

AR122SSS/0

Item Specifications/ Accessories:

No options/accessories

Estimated Quantity: 2

Unit Price: 1865.<sup>00</sup>

Total Price: 3730.<sup>00</sup>

Estimated Delivery Time:

2 weeks

Alternate Bid (must be pre-approved):

Manufacturer:

As Spec

Model:

11    Slicer

Specified Manufacturer:

Hobart

BID PROPOSAL FORM, BID #11-15

**Item    Description**

Specified Model: 3613-2

Item Specifications/ Accessories:  
Product tray, knife removal tool

Estimated Quantity: 1                      Unit Price: 4886.00                      Total Price: 4886.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved):                      Manufacturer: AB Spec  
Model: \_\_\_\_\_

**12    Smoothie Machine**

Specified Manufacturer: Frosty Factory of America, Inc.  
Specified Model: Smooth Operator Shake Machine # 237A

Item Specifications/ Accessories:  
Beater bar, brown paper, cleaning instruction card, dip tray, face plate assembly, face plate knobs (4), faucet o-rings (2), float switch pad, hopper cover, petro-gel, sanitizer, service manual, trough tray, wire brush, warranty card

Estimated Quantity: 1                      Unit Price: 3994.00                      Total Price: 3994.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved):                      Manufacturer: AB Spec  
Model: \_\_\_\_\_

**13    Ice Machine**

Specified Manufacturer: ICE O-Matic  
Specified Model: EF250A32S

Item Specifications/ Accessories:  
No options/accessories

*- No Bid -    model not available*

Estimated Quantity: 1                      Unit Price: \_\_\_\_\_                      Total Price: \_\_\_\_\_

Estimated Delivery Time: \_\_\_\_\_

Alternate Bid (must be pre-approved):                      Manufacturer: \_\_\_\_\_  
Model: \_\_\_\_\_

**14    Ice Machine**

Specified Manufacturer: ICE O-Matic  
Specified Model: ICE 0250 Modular Cube Ice Machine with B40 Storage Bin

Item Specifications/ Accessories:  
Full cube configuration

Estimated Quantity: 4                      Unit Price: 3564.00                      Total Price: 14,256.00

BID PROPOSAL FORM, BID #11-15

**Item    Description**

Estimated Delivery Time: 3 weeks

Alternate Bid (must be pre-approved): \_\_\_\_\_ Manufacturer: As Spec

Model: \_\_\_\_\_

**15    Modular Gas Tilting Braising Pan (Skillet)**

Specified Manufacturer: Vulcan

Specified Model: VG40

Item Specifications/ Accessories:

Faucet bracket assembly, 18" double jointed double pantry faucet.

Estimated Quantity: 1      Unit Price: 12882.00      Total Price: 12882.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved): \_\_\_\_\_ Manufacturer: As Spec

Model: \_\_\_\_\_

**16    Pressureless, Gas Fired Steam Generator**

Specified Manufacturer: Cleveland

Specified Model: 24-CGM-200

Item Specifications/ Accessories:

Cleveland Standard features, 200/240 BTU, 24" wide modular design, gas power Take-Off valve kit, kettle interconnecting kit, KleenSteam II water filter including (1) CV cartridge, (1) AR-10 filter cartridge, Dip tube & ScaleKleen 2.2 lb packet, wall mounting bracket and Gauge Assembly (9797-21)

Estimated Quantity: 1      Unit Price: 17394.00      Total Price: 17394.00

Estimated Delivery Time: 30 days

Alternate Bid (must be pre-approved): \_\_\_\_\_ Manufacturer: As Spec

Model: \_\_\_\_\_

**17    Power Tilting Direct Steam Kettle**

Specified Manufacturer: Cleveland

Specified Model: KDM-40-T

Item Specifications/ Accessories:

Cleveland Standard features, Direct Steam 40 gallon power tilting kettle, including Spring assisted domed cover, 2" tangent draw-off valve, hot and cold water faucet with swing spout, connect directly to steam supplying source.

Estimated Quantity: 1      Unit Price: 16,024.00      Total Price: 16,024.00

Estimated Delivery Time: 30 days

BID PROPOSAL FORM, BID #11-15

Item   Description

Alternate Bid (must be pre-approved):

Manufacturer:

As Spec

Model:

18   Tilting Steam Kettle

Specified Manufacturer:

Vulcan

Specified Model:

K40GLT

Item Specifications/ Accessories:

Steam 40 gallon power tilting kettle, including Spring assisted domed cover, 2" tangent draw-off valve, hot and cold water faucet with swing spout, connect directly to steam supplying source.

Estimated Quantity: 1

Unit Price: 20,336.<sup>00</sup>

Total Price: 20,336.<sup>00</sup>

Estimated Delivery Time:

30 days

Alternate Bid (must be pre-approved):

Manufacturer:

As Spec

Model:

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority and the Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Douglas Equipment  
Name of Vendor

Lafayette Parish School System - Child Nutrition Services  
Name of School Food Authority

By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, an offer for the purpose of restricting competition.

A. Each person signing this offer on behalf of the Vendor certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or
2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above.



To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:



Signature of Vendor's Authorized Representative

Bid Supervisor

Title

7/28/14

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

NOTE: Accepting a bidder's offer does not constitute award of the contract.

## CERTIFICATION STATEMENT

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

#### U. S. DEPARTMENT OF AGRICULTURE

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (Pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

1. The Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Douglas Equipment

ORGANIZATION NAME

Karen R. Walden Bid Supervisor

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

7/28/14

DATE

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS EXCEEDING \$100,000 IN FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLC, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Douglas Equipment, 301 North Street, Bluefield, WV 24701  
NAME / ADDRESS OF VENDOR

Karen Waldron, Bid Supervisor  
TITLE / TITLES OF SUBMITTING OFFICIAL

[Signature]  
SIGNATURE

7/28/14  
DATE

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- A. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- B. Identify the status of the covered Federal action.
- C. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- D. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- E. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- F. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- G. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- H. Enter the most appropriated Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- I. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
  - (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- J. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Disclosure of Lobbying Activities**  
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> (Enter letter of choice) a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> (Enter letter of choice) a. bid/offer/application ___ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing ___ b. material change  For material change only: Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> ___ Prime ___ Subawardee Tier ___, if known:  Congressional District, if known:		<b>5. If reporting entity in No. 4 is subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known
<b>6. Federal Department / Agency:</b>	<b>7. Federal Program Name / Description:</b>  CDFA number, if applicable: _____	
<b>8. Federal Action number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>10. b. Individuals Performing Services (including</b> address if different from No. 10a) (Last name, first name, MI)	
<b>11. Information requested through this form is</b> authorized by Title 31 U.S.C. Section 1352. This Disclosure of Lobbying Activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No:</b> _____ <b>Date:</b> _____
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>